

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |  |                              |  |
|--|--|------------------------------|--|
| SUBMISSION TYPE:   | NEW ASSIGNMENT                         |                              |  |
| NATURE OF CONVEYANCE:  | SECURITY INTEREST                      |                              |  |
| CONVEYING PARTY DATA   |  |                              |  |
| Name   | Formerly                               | Execution Date               | Entity Type                            |
| TAP Manufacturing, LLC   |  | 10/30/2009                   | LIMITED LIABILITY<br>COMPANY: DELAWARE |
| RECEIVING PARTY DATA   |  |                              |  |
| Name:  | ORIX Finance Corp.                     |                              |  |
| Street Address:  | 1717 Main Street                       |                              |  |
| Internal Address:  | Suite 1100                             |                              |  |
| City:  | Dallas                                 |                              |  |
| State/Country:   | TEXAS                                  |                              |  |
| Postal Code:   | 75201                                  |                              |  |
| Entity Type:   | CORPORATION: DELAWARE                  |                              |  |
| PROPERTY NUMBERS Total: 5  |  |                              |  |
| Property Type  | Number                                 | Word Mark                    |  |
| Serial Number:   | 74334898                               | TOXIC SHOCK                  |  |
| Serial Number:   | 76369473                               | MX6                          |  |
| Serial Number:   | 76369474                               | PERFECTION DIALED            |  |
| Serial Number:   | 76369403                               | SUSPENSION SYSTEMS THAT WORK |  |
| Serial Number:   | 77130261                               | LEVEL LIFT                   |  |
| CORRESPONDENCE DATA  |  |                              |  |
| Fax Number:  | (202)408-3141                          |                              |  |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                              |  |
| Phone:   | 800-927-9801 x2348                     |                              |  |
| Email:   | jpaterso@cscinfo.com                   |                              |  |
| Correspondent Name:  | Corporation Service Company            |                              |  |
| Address Line 1:  | 1090 Vermont Avenue NW, Suite 430      |                              |  |
| Address Line 2:  | Attn: Jean Paterson                    |                              |  |
| Address Line 4:  | Washington, DISTRICT OF COLUMBIA 20005 |                              |  |

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 REEL: 004090 FRAME: 0007

|   |                 |
|---|-----------------|
| ATTORNEY DOCKET NUMBER:   | 3B              |
| NAME OF SUBMITTER:  | Jean Paterson   |
| Signature:  | /Jean Paterson/ |
| Date:   | 11/03/2009      |
| <p>Total Attachments: 6<br/>source=11-3-09 Tap Manufacturing 3B-Tm#page1.tif<br/>source=11-3-09 Tap Manufacturing 3B-Tm#page2.tif<br/>source=11-3-09 Tap Manufacturing 3B-Tm#page3.tif<br/>source=11-3-09 Tap Manufacturing 3B-Tm#page4.tif<br/>source=11-3-09 Tap Manufacturing 3B-Tm#page5.tif<br/>source=11-3-09 Tap Manufacturing 3B-Tm#page6.tif</p> |                 |

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TAP Manufacturing, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: October 30, 2009

2. Name and address of receiving party(ies)

Name: ORIX Finance Corp.

Internal

Address: \_\_\_\_\_

Street Address: 1717 Main St., Suite 1100

City: Dallas State: TX Zip: 75201

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State DE  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

74/334,898

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

5

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- ☐ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bernard Funk  
Name of Person Signing

[Signature]  
Signature

11/2/09  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated October 30, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of ORIX Finance Corp., as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TAP Automotive Holdings, LLC, a Delaware limited liability company (the "*Borrower*"), the Guarantors named therein, as Guarantors, the Lenders and Issuing Banks named therein, and ORIX Finance Corp., as Administrative Agent, have entered into a Senior Secured Credit Agreement dated as of October 30, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated October 30, 2009 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto (the "*Copyrights*");

(iv) all reissuances, divisions, revisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

**SECTION 4. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TAP MANUFACTURING, LLC

By   
Name: Ronald R. Mohling  
Title: Chief Executive Officer

Address for Notices:

400 West Artesia Boulevard  
Compton, CA 90220  
Attn: Chief Executive Officer


[Signature Page to TAP Manufacturing IP Security Agreement]

**Schedule A**

(i) Patents

None

(ii) Trademarks

| Mark  | Country of<br>Registration/<br>Application | Reg. No. (App.<br>No.) | Reg. Date<br>(Filing Date) | Status                 |
|---|--|------------------------|----------------------------|------------------------|
| TOXIC SHOCK and Design<br> | United States of<br>America                | 74/334,898             | 11/27/92                   | Registered;<br>Renewed |
| MX6   | United States of<br>America                | 76/369,473             | 2/12/02                    | Registered             |
| PERFECTION DIALED   | United States of<br>America                | 76/369,474             | 2/12/02                    | Registered             |
| SUSPENSION SYSTEMS<br>THAT WORK   | United States of<br>America                | 76/369,403             | 2/12/02                    | Registered             |
| LEVEL LIFT  | United States of<br>America                | 77/130,261             | 3/13/07                    | Registered             |

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